

MUNICIPAL HAZARDOUS MATERIALS RESPONSE SERVICES AGREEMENT
by and between the
SANTA CLARA STADIUM AUTHORITY, THE CITY OF SANTA CLARA,
and
THE CITY OF SALINAS

PREAMBLE

This agreement for the performance of municipal law enforcement services (“Agreement”) is made and entered into on this 3rd day of June, 2026, (“Effective Date”) by and between the City of Salinas, a California charter city and municipal corporation, located at 200 Lincoln Avenue, Salinas, California 93901 (“Agency”), the Santa Clara Stadium Authority, a Joint Powers Authority, with its primary business address at 1500 Warburton Avenue, Santa Clara, California 95050 (“Authority”), and the City of Santa Clara, a chartered municipal corporation, located at 1500 Warburton Avenue, Santa Clara, California 95050 (“City”). Authority, City and Agency may be referred to individually as a “Party” or collectively as the “Parties to this Agreement.”

RECITALS

- A. Authority and City are desirous of contracting with Agency for hazardous materials response described herein.
- B. Agency is agreeable to rendering such response services pursuant to the terms and conditions set forth in this Agreement.
- C. Pursuant to the authority set forth in Government Code sections 54981 and 55632, Salinas Municipal Code section 27-6, and City Charter Section 1108, Authority and City seek additional hazardous materials response services, and Agency agrees to provide additional services, for periodic events at the Santa Clara Stadium site.

The Parties agree as follows:

AGREEMENT PROVISIONS

1. SERVICES TO BE PROVIDED.

- A. Agency agrees, as available, to provide supplemental hazardous materials response services for major events, such as the World Cup, taking place at the Stadium site and surrounding areas during the term of this Agreement, subject to the discretion of Agency’s Fire Chief or designee. The classification and approximate numbers of personnel provided by Agency will be determined and mutually agreed upon, in writing, between Agency’s Fire Chief or designee, Authority and the Santa Clara Fire Chief to each event. In no event will services be provided when public safety within the City of Salinas would be impacted, all of which shall be determined by Agency in its own discretion. The Parties shall establish and agree to the number of hours necessary for the Agency employees to perform the

requested services.

- B. Except as otherwise specifically set forth, such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, Agency under its Charter and/or municipal codes, and the statutes of the State of California, and under the Charter and municipal codes of the City of Santa Clara.
- C. The request for services shall be a written request from the Santa Clara Fire Chief or his/her designee. The request shall contain specific dates of service, hours of operation, number of personnel requested, and classification of personnel requested. For the purpose of performing said services, Agency shall furnish and supply, as available, all necessary labor, supervision, personnel, vehicles, equipment, fuel, and supplies necessary to provide the services to be rendered hereunder, provided that Authority and City reimburse Agency for mileage for use of said vehicles at the rate set by the Internal Revenue Service. The Authority and/or City acknowledges that additional equipment charges for special equipment such as vehicles, equipment, fuel, and supplies may be appropriate depending upon the services requested and may be charged by the City of Salinas the authorized pay rate for personnel. The request shall be signed by a representative of the Authority and/or City who is duly authorized to enter into such agreements for supplemental hazardous materials response. The request shall be submitted via email to Agency specified contact.
- D. The City hereby grants to Agency and its personnel responding to requests for services herein the right to transmit and broadcast communications to the Santa Clara Fire Department's units via the Santa Clara Fire Department's designated dispatch frequency and/or any other frequency for which the City of Santa Clara is licensed by the FCC.
- E. Mutual aid agreements pursuant to the California Emergency Plan (Government Code §§ 8550 et seq.) and the Master Mutual Aid Agreement: If any mutual aid agreement(s) currently in place are triggered during any performance of services under this Agreement, the mutual aid agreement(s) shall govern all necessary personnel and/or tactics.

2. ADMINISTRATION OF PERSONNEL.

- A. City shall determine for each event which supplemental services will be requested from Agency. City shall determine for each event the assignments to which Agency personnel shall be deployed. City shall provide general direction and requirements relating to the discharge of the assignment duties.
- B. In the event of a dispute between the Parties to this Agreement as to the extent of the duties and functions to be rendered hereunder, or the minimum level or manner of performance of such service, the City shall be consulted and a mutual determination thereof shall be made by both Agency and the City in consultation with the City of Santa Clara's Fire Chief.
- C. The rendition of the services performed by Agency, the discipline of its employees, and other matters incident to the performance of such services and the control of personnel so

employed shall remain with Agency.

- D. All City employees who work in conjunction with Agency pursuant to this Agreement shall remain City employees, are not Agency employees, and have no claim or right to any Agency employment benefits or policies. Similarly, all Agency employees who work in conjunction with Authority and/or City pursuant to this Agreement shall remain Agency employees, are not Authority and/or City employees, and have no claim or right to any Authority and/or City employment benefits or policies.
- E. Neither Authority nor City shall be called upon to assume any liability for the direct payment of any Agency salaries, wages, or other compensation to any Agency personnel performing services hereunder for Authority and/or City. Except as herein otherwise specified, neither Authority nor City shall be liable for compensation or indemnity to any Agency employee or agent for injury or sickness arising out of his/her status as a contract agent of the Authority and/or City.

3. COMPENSATION AND PAYMENT.

- A. The City shall pay Agency for all the costs that are incurred for services it provides under the terms of this Agreement, at the rates established hereunder, as they may be amended from time to time, and in accordance with the requirements of Government Code section 54982. The rates listed below may be periodically adjusted by the City and/or Authority to a mutually agreed upon rate. In such case, the rate adjustment shall be attached to this Agreement as Exhibit A to reflect the change in rates. The Parties specifically agree that such adjustment and change in Exhibit A is a valid amendment to this Agreement, and that no formal Amendment form need be used for such rate adjustment. The Parties will separately execute Exhibit A whenever there is a change in Exhibit A rates.
- B. For and in consideration of Agency providing supplementary hazmat response services for the Authority and/or City under this Agreement, the City agrees to pay Agency for said services at the rates as indicated in Exhibit A.
- C. The rates in Exhibit A are developed by the Agency. These rates are designed to reimburse Agency's costs in the compensation of employees, the administration of workers' compensation benefits, and the Agency's overhead attributable to providing the services identified in this Agreement.

4. PAYMENT PROCEDURES.

- A. On a monthly basis, Agency shall submit a summarized invoice which covers all services performed during said month, to the City, and the City shall pay Agency for all undisputed amounts within thirty (30) days after date of said invoice.
- B. If such payment is not delivered to Agency within thirty (30) days after the date of the

invoice, Agency is entitled to recover interest thereon. Said interest shall be at a rate of five percent (5%) per annum or any portion thereof, calculated from the date payment was due.

- C. For all disputed amounts, City shall provide Agency with written notice of the dispute including the invoice date, amount, and reasons for dispute within ten (10) days after receipt of the invoice. The Parties shall memorialize the resolution of the dispute in writing. For any disputed amounts, interest shall accrue at the rate stated in subsection B, above, if payment is not received within thirty (30) days after the dispute resolution is memorialized.

5. CANCELLATION OF PERSONNEL.

- A. Neither the City nor the Authority shall be charged for cancellations made more than 24 hours prior to the scheduled event/assignment.
- B. The City agrees that if cancellation is made within 24 hours prior to the scheduled event/assignment, City shall reimburse Agency a minimum of four (4) hours of compensation for each assigned staff pursuant to the rates identified herein.
- C. Agency agrees to make all reasonable efforts to notify its assigned staff member(s) of the cancellation.

6. TERM OF AGREEMENT.

The term of this Agreement shall commence upon execution by the Parties and shall continue for one year, unless terminated sooner or extended in whole or in part as provided for herein.

7. TERMINATION.

- A. Either Party may terminate this Agreement with or without cause by giving not less than sixty (60) days advance written notice to the other Party.
- B. Notwithstanding the foregoing, Agency may terminate the Agreement on only twenty (20) days advance notice, or less in the event of exigent circumstances, if Agency concludes that there are insufficient personnel to provide the agreed upon services.
- C. In the event of a termination, each Party shall fully discharge all obligations owed to the other Party accruing prior to the date of such termination, and, except as otherwise provided herein, each Party shall be released from all obligations, which would otherwise accrue subsequent to the date of termination.

8. FAIR EMPLOYMENT.

While in the performance of services under this Agreement, City, Authority, Agency, and their employees and agents shall not discriminate against any other employee or agent because of race, color, creed, national origin, gender, sexual orientation, age, disability, religion, ethnic background, or marital status, in violation of state or federal law.

9. HOLD HARMLESS/INDEMNIFICATION.

- A. With the exception of claims or litigation alleging use of force by Agency employees, City and Authority shall defend, indemnify, and hold harmless Agency and its officers, officials, employees, volunteers, and agents from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Agency's performance of work hereunder, including the performance of work of any of Agency's agents, or Agency's failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of Agency.
- B. Any Agency employee who performs duties under this Agreement shall be deemed to be continuing under the general employment of his or her respective jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as are conferred upon such employee by law in his or her own jurisdiction. Pursuant to Insurance Code Section 11663, the general employer shall be responsible for the entire cost of any worker's compensation payable on account of injury occurring in the course of and arising out of general and special employments.

10. ASSIGNMENT, DELEGATION, AND SUBCONTRACTING.

A Party shall not assign its rights and/or subcontract, or otherwise delegate, its duties under this Agreement, either in whole or in part, without the prior written consent of the other Party, and any attempted assignment or delegation without such consent shall be null and void.

11. INTEGRATED DOCUMENT.

This Agreement represents the entire agreement between Authority, City and Agency. No other understanding, agreements, or conversations with any representative of either Party prior to execution of this Agreement shall affect or modify any of the terms or obligations of this Agreement. Any verbal agreement shall be considered unofficial information and is not binding upon either Party.

12. SEVERABILITY AND WAIVER.

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions,

which shall remain in full force and effect. Agency agrees that waiver by Authority and/or City of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement.

13. NOTICES.

All notices to the Parties shall, unless otherwise requested in writing, be sent by mail to Authority, addressed as follows:

Santa Clara Stadium Authority
Attention: Executive Director 1500 Warburton Ave.
Santa Clara, CA 95050
or by email at manager@santaclaraca.gov

And to City as follows:

City of Santa Clara
Attn: Fire Chief
601 El Camino Real
Santa Clara, CA 95050

And to Agency addressed as follows:

Administration, City of Salinas
Attn: City Manager
200 Lincoln Avenue
Salinas, CA 93901

Office of the City Attorney, City of Salinas
Attn: City Attorney
200 Lincoln Avenue
Salinas, CA 93901

Salinas Fire Department
Attn: Fire Chief
200 Lincoln Ave.
Salinas, CA 93901

With copy by email at: rene.mendez@salinas.gob, legalwebmail@salinas.gov,
sam.klemek@salinas.gov

The workday the email was sent shall control the date notice was deemed given. An email transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following Monday.

14. LAW GOVERNING CONTRACT AND VENUE.

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara.

[Signatures on next page.]

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

CITY OF SANTA CLARA

APPROVED AS TO FORM:

GLEN R. GOOGINS
City Attorney
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2230
Fax: (408) 249-7846

JÖVAN D. GROGAN
City Manager
1500 Warburton Avenue
Santa Clara, CA 95050
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Fax: (408) 241-6771

SANTA CLARA STADIUM AUTHORITY

APPROVED AS TO FORM:

GLEN R. GOOGINS
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JÖVAN D. GROGAN
Executive Director
1500 Warburton Avenue
Santa Clara, CA 95050
Telephone: (408) 615-2210
Fax: (408) 241-6771

CITY OF SALINAS

APPROVED AS TO FORM:

CHRISTOPHER A. CALLIHAN
City Attorney
200 Lincoln Avenue
Salinas, CA 93901

RENE L. MENDEZ
City Manager
200 Lincoln Avenue
Salinas, CA 93901

EXHIBIT A

City and Authority agree to pay Agency costs as invoiced by Agency as described in Cal OES Salary Survey attached, including:

1. One hour travel time from Agency to Levi Stadium.
2. One hour travel time from Levi Stadium to Agency.
3. Mileage at the IRS rate for requested vehicles.